

# Agricultural Holdings (Ireland) Bill.

## ARRANGEMENT OF CLAUSES.

Preamble.

### PART I.

*Provisions for protecting tenants of agricultural holdings from capricious eviction.*

#### Clauses.

1. Relief against capricious eviction may be granted by the Court on the hearing of ejectments grounded on a notice to quit.
2. It shall be a defence to an ejectment brought on a notice to quit that the notice to quit was capriciously or wantonly served.
3. In certain cases an ejectment brought on a notice to quit may at any time be stayed by the Court.
4. When a tenant of a holding subject to the Ulster Tenant Right custom, or to any custom analogous thereto, shall assign his holding without the assent of his landlord, and the landlord shall bring an ejectment against the assignee, the Court shall determine whether the refusal of the landlord to accept the assignee as tenant was proper or not, and if his refusal was improper that shall be a defence to the ejectment.
5. A notice to quit served for the purpose of increasing a tenant's rent, shall state that fact and the increased rent sought, and, on the hearing of the case, the Court shall determine whether the rent sought for is reasonable or exorbitant, and decree or dismiss accordingly.
6. With the assent of the landlord the Court may fix the rent wherever an increased rent is sought for.
7. The rent to be fixed by the Court shall be the fair yearly rent of the holding, and, in estimating the same, no account is to be taken by the Court of any increase in the value of the holding caused by the improvements made by the tenant or his predecessor in occupation.
8. If the tenant agrees to pay the rent fixed by the Court the ejectment shall be dismissed on terms, but if he refuses there shall be a decree for the landlord.

[Bill 58.]

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9. By consent of landlord and tenant the fixing and settling of the rent, when an increase is claimed by a landlord, may be left to arbitration, the arbitrators to be appointed in the same manner as arbitrators appointed under the Landlord and Tenant (Ireland) Act, 1870, and to have the same powers, and their decisions to have the same effect as a decision of a Court of arbitration under that Act.

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PART II.

*Provisions to enable tenants of agricultural holdings to acquire security of tenure.*

10. Tenancies from year to year of agricultural holdings may be converted into leasehold tenancies, and agricultural tenants may get fee-farm grants of their holdings from the Court in certain cases.
11. On the hearing in the Civil Bill Court of an ejectment for an agricultural holding grounded on a notice to quit, the Court may, in certain cases, declare the tenant entitled to a lease of his holding for a period not exceeding the term a limited owner may grant of an agricultural holding under the Landlord and Tenant (Ireland) Act, 1870.
12. The lease to the tenant shall be executed by the Chairman and Clerk of the Peace at the next Land Sessions of the County in which the holding is situated after the order shall be made, or affirmed if appealed from: or at any subsequent Land Sessions to be named by the Court.
13. The rent to be reserved in such lease shall be the rent payable by the tenant at the time the order is made, unless such rent shall be increased with the assent of the tenant.
14. The Judges of the Superior Courts on the trial of ejectments on the title for an agricultural holding on a notice to quit may, in certain cases, also declare the tenant entitled to a lease of his holding, and the order so made shall be carried out at the Land Sessions of the County in which the holding shall be situated.
15. The Landed Estates Court shall, as far as possible, convert into certain all uncertain tenancies of agricultural holdings about to be sold in that Court.
16. When a rental is about to be settled in the Landed Estates Court, notice shall be served on the parties interested to show cause why leases should not be granted to all agricultural

- tenants, returned as tenants from year to year on the rental, of their several holdings at the rent they then paid for the same.
17. On the settling of the rental the Judge shall decide what tenants, if any, shall get leases, and for what terms.
  18. In case the Owner or Petitioner shall insist that a tenant's rent shall be raised before he gets a lease, notice to that effect shall be served on the tenant, and, if the tenant shall consent, the Court may fix the rent.
  19. The rent to be fixed by the Court shall be ascertained and fixed in the same manner as the Civil Bill Court is directed to fix a rent when an ejectment is brought against a tenant on a notice to quit claiming an increase of rent.
  20. If a tenant shall decline to have his rent fixed by the Court, or, when fixed by the Court, shall decline to become liable to the same, he shall be returned on the rental as a tenant from year to year.
  21. All leases made to tenants by the Landed Estates Court shall be made under the seal of the Court.
  22. In leases granted by the Courts under this Act no covenant shall be inserted inconsistent with this or any other Land Act, and in addition to any express covenant every such lease shall imply a covenant on the tenant's part (a) to pay rent (b) not to divide or sublet without the landlord's assent, and (c) not, without such assent, to use such holding for any other purpose than an agricultural holding.
  23. Leases under this Act made by a Court shall be valid against all persons interested in the holding, unless when the landlord is himself only a tenant.
  24. Notwithstanding that a landlord is an infant, or otherwise under disability, the Court may grant leases authorised by this Act.
  25. The Landed Estates Court may in certain cases make a fee-farm grant of his holding to an agricultural holding.

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### PART III.

*Provisions for enabling landlords to make agreements for perpetuity of tenure to tenants of agricultural holdings.*

26. A "Statutable Tenancy from Year to Year" may be created by agreement between landlord and tenant after the passing of this Act.

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27. Such tenancy shall only be created by an agreement in writing, and the rent reserved in said agreement shall be liable to be periodically adjusted at the times mentioned in such agreement.
28. A Statutable tenancy from year to year shall be determinable only by a notice to quit for (a) subletting without the assent of the landlord, (b) for, without such assent, using or attempting to use the holding other than as an agricultural holding, (c) for wilful and malicious waste, and (d) for not making improvements the tenant may have agreed to make, and for no other ground whatsoever.
29. Save as to the liability to be determined by a expirious notice to quit, a Statutable tenancy from year to year shall be subject to all the incidents of an ordinary tenancy from year to year.
30. In the case of a Statutable tenancy from year to year the landlord shall be entitled to mines, minerals, quarries, and game, unless there be a special agreement to the contrary.
31. A Statutable tenancy from year to year made by a tenant for life, or other limited owner, to be valid must be sanctioned at a Land Sessions Court.
32. How such sanction shall be obtained.
33. Duty of the court of Land Sessions when an application shall be made to sanction a Statutable tenancy from year to year.
34. As to what covenants may be inserted in an agreement for a Statutable tenancy from year to year.
35. As to what shall be the rent to be reserved in an agreement for a Statutable tenancy from year to year by a tenant for life or other limited owner.
36. All agreements for a Statutable tenancy from year to year must be registered with the Clerk of the Peace of the County in which the holding is situated.
37. A Statutable tenancy from year to year when sanctioned by the Court shall bind all persons interested in the holding.
38. Any limited owner may with the sanction of the Landed Estates Court make a fee-farm grant of his holding to an agricultural tenant.
39. The Landed Estates Court may refer to the Land Sessions, the application to confirm a fee-farm grant by a limited owner when the rent reserved is under *one hundred pounds* a year.

## PART IV.

*Provisions for the gradual extension of the Ulster Tenant Right Custom to all agricultural holdings in Ireland held under tenancies from year to year.*

40. All agricultural holdings held under tenancies from year to year created after the passing of this Act, or created before the passing of this Act, and either purchased in the Landed Estates Court before the first of January one thousand eight hundred and eighty-two, or not converted into leasehold or other certain tenancies before the first of January one thousand eight hundred and eighty-two, shall be deemed to be subject to a custom corresponding in all essential particulars with the Ulster Tenant Right custom, and to be called "The Tenant Right Custom of Ireland."
41. The Tenant Right Custom of Ireland shall be enforced in the same manner as the Ulster Tenant Right Custom, and may be claimed by, and shall be allowed to, every tenant declared by this Act entitled to the same in all ejectments, and other grounds between landlord and tenant.
42. To what holdings the Tenant Right Custom of Ireland shall not apply.

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PART V.*General provisions.*

43. All ejectments for agricultural holdings valued under fifty pounds a year shall be brought in the Civil Bill Court unless leave be given to bring the ejectment in the Superior Court.
44. All ejectments brought on a notice to quit claiming an increase of rent shall be brought in the Civil Bill Court and not elsewhere.
45. The Superior Courts may remit to the Civil Bill Court any ejectment brought in the Superior Court.
46. In all ejectments the court may grant a stay of execution on such terms as they may think proper.
47. Appeals from orders under this Act shall be made in the same way and to the same Courts as appeals from orders under the Landlord and Tenant (Ireland) Act, 1870, may now be made.

48. Rules for carrying out this Act in certain cases shall be made by the Court for Land Cases reserved, and in other cases by the judges of the Landed Estates Court with the sanction of the Privy Council.
49. In future an evicted tenant shall be entitled to get as compensation what he would get from an incoming tenant if allowed to sell his holding.
50. Contracts made by a tenant not to claim rights conferred on him by the Landlord and Tenant (Ireland) Act, 1870, or by this Act, shall be deemed void as contrary to public policy.
51. Agricultural and pastoral holdings shall alone be subject to this Act, and there shall be exempted from it Town Parks, Grazing farms valued at *two hundred* pounds a year, or Grazing farms valued under *two hundred* pounds a year when the tenants do not reside on them, or where these farms do not adjoin the farm on which the tenant resides.
52. This Act to be construed with the Landlord and Tenant (Ireland) Act, 1870.
53. Short title of the Act.

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TO

Protect Agricultural Tenants in Ireland from Capricious  
Eviction, and to enable them in certain cases to acquire  
Security of Tenure.

A.D. 1877.

WHEREAS security of tenure is the best encouragement to  
honest industry, and to the application of labour and capital  
to the cultivation of the soil :

And whereas the agricultural tenantry of Ireland have, for the  
most part, no greater interest in their holdings than that of mere  
tenants from year to year, whose continuance in the possession of  
their holdings, and the enjoyment of the fruits of their industry,  
may at any time be determined at the caprice of a landlord by a  
notice to quit :

And whereas for the peace and prosperity of the country, and the  
contentment of its agricultural population, it is expedient to protect  
the tenants of agricultural holdings in Ireland from capricious  
eviction, and to enable them in certain cases to acquire security of  
tenure, and to discourage the future creation of ordinary tenancies  
from year to year of agricultural holdings, and to promote the  
gradual extinction of existing tenancies of that nature :

Be it enacted by the Queen's most Excellent Majesty, by and  
with the consent of the Lords Spiritual and Temporal, and Commons,  
in this present Parliament assembled, and by the authority of the  
same, as follows :

PART I.

*Provisions for protecting tenants of agricultural holdings from  
capricious eviction.*

1. In all cases of ejectments on the title for an agricultural  
holding, brought by a landlord against a tenant on a notice to quit,  
relief against capricious eviction may, at the discretion of the Court  
before whom the case may come on for trial, be granted by the  
judge on the hearing of the ejectment, according to the circum-  
stances of the case in manner herein-after provided.

[Bill 58.]

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*Relief against  
capricious eviction,  
may be granted by  
the Court on the  
hearing of ejectments  
grounded on a notice  
to quit.*

A.D. 1937.

It shall be a defence to an ejectment brought on a notice to quit that the notice to quit was capriciously and wantonly served.

In certain cases an ejectment brought on a notice to quit may at any time be stayed by the court.

When a tenant of a holding subject to the Ulster Tenant Right custom, or to any custom analogous thereto, shall assign his holding without the consent of his landlord, and the landlord shall bring an ejectment against the assignee, the court shall determine whether the refusal at the landlord to accept the assignee as tenant was proper or not, and if his refusal was improper then shall be a defence to the ejectment.

A notice to quit served for the purpose of increasing a tenant's rent shall state that fact, and the increased rent.

2. It shall be a defence to an ejectment on the title for an agricultural holding, brought by a landlord against a tenant on a notice to quit, that the notice to quit was capriciously or wantonly served: and, if in the Superior Courts, a verdict shall be directed for the defendant, and if tried in the Civil Bill Court, the ejectment shall be dismissed on the merits, if the Court shall be of opinion, on the facts proved in the case, that the notice to quit was capriciously or wantonly served. 5

3. In all cases of ejectments on the title for an agricultural holding, brought by a landlord against a tenant on a notice to quit, the Court, at the hearing of the case, may, at its discretion, direct the proceedings to be stayed on such terms as to costs and otherwise as the Court shall think proper, if the Court shall be of opinion, on the facts proved before them, that the ejectment proceedings should not be further proceeded with; and on such order being made by the Court no further proceedings shall be taken on foot of the notice to quit on which the ejectment shall have been brought. 10 15

4. When, in an ejectment on the title brought by a landlord on a notice to quit to recover an agricultural holding situated in the province of Ulster, and which shall be proved to be subject to the Ulster Tenant Right custom, or an agricultural holding situated in any other province of Ireland, which shall be proved to be subject to a prevailing usage in all essential particulars corresponding with the Ulster Tenant Right Custom, it shall appear that the notice to quit was served on the tenant in occupation on the ground that the landlord had refused to accept such tenant as assignee of the tenant his immediate predecessor in occupation of his holding, the Court shall proceed to examine whether such refusal was proper or not; and if, on the hearing of the case, it shall appear to the Court that, according to the custom to which said holding shall be proved to be subject as aforesaid, the landlord was not justified in refusing to accept such tenant as assignee of the former tenant of such holding, the Court shall direct a verdict for the defendant, or dismiss the ejectment on the merits, according as the same shall be tried in the Superior or in the Civil Bill Court in the same manner as by this Act the Court is empowered to do where, in an ejectment brought on a notice to quit, the Court shall be of opinion that the notice to quit was capriciously or wantonly served. 20 25 30 35

5. When a notice to quit shall be served solely for the purpose of raising the existing rent of an agricultural holding, a memorandum to that effect shall be attached to the notice to quit, and in that memorandum the proposed increase of rent shall be stated, and, on 40



the hearing of any ejectment grounded on such notice to quit, the Court shall determine whether the rent claimed in the memorandum attached to such notice to quit is a fair and reasonable or an exorbitant rent; and in case the Court shall be of opinion that the increased rent claimed is a fair and reasonable rent, the Court shall give a decree for the landlord unless the tenant shall agree to pay the rent so claimed; but if the Court shall be of opinion that the rent claimed is an exorbitant rent, the Court shall dismiss the ejectment on the merits unless the landlord shall, on the hearing of the case, consent to have the rent fixed by the Court.

6. In case the landlord on the hearing of the case shall consent to have the rent fixed by the Court, the Clerk of the Peace shall enter such consent on his book, and the Court shall either proceed to settle and fix the rent at once or may adjourn the settling and fixing of the rent to some future day to be named by the Court.

7. The rent to be fixed by the Court shall be the fair yearly rent that a solvent tenant should pay for the holding without giving any fine, fore-gift, or premium for the same, and in estimating and fixing such yearly rent, the increase, if any, in the value of the holding arising from any improvements executed by the tenant or his predecessor in the occupation of the holding shall not be taken into account against the tenant, unless the landlord or his predecessor in title shall have paid for the same, or unless the tenant or his predecessor in the occupation of the holding shall have made the same in pursuance of any contract in writing with the landlord or his predecessor in title or his or their agents.

8. In case, when the Court shall settle and fix the rent that should in future be paid for the holding, the tenant shall agree to become subject to and to pay said rent, the Court shall dismiss the ejectment on the merits on such terms as to costs and otherwise as under the circumstances of the case the Court shall think proper, and from thenceforth the tenant shall be bound to pay the rent so fixed and ascertained; but in case the tenant shall refuse and decline to accept and pay the rent so fixed and ascertained the Court shall give a decree for the landlord if he shall be otherwise entitled thereto.

9. When an ejectment on the title for an agricultural holding shall be brought by a landlord against a tenant on a notice to quit claiming an increase of rent, the Court may, with the assent of the landlord and tenant, either before or at the hearing of the ejectment, refer the dispute as to the increased rent claimed from the tenant to arbitration, and for that purpose may refer the same to one arbitrator,

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sought, and on the hearing of the case the court shall determine whether the rent sought for is reasonable or exorbitant, and decree or dismiss accordingly.

With the assent of the landlord the court may fix the rent when an increased rent is sought for.

The rent to be fixed by the court shall be the fair yearly rent of the holding, and in estimating the same no account is to be taken of any increase in value caused by the improvements made by the tenant or his predecessors in occupation.

If the tenant agrees to pay the rent fixed by the court the ejectment shall be dismissed on terms, but if he refuses there shall be a decree for the landlord.

By assent of landlord and tenant the fixing and settling of the rent, when an increase is claimed by the landlord, may be left to arbitration, the arbitrator to be appointed in the same manner as arbitrators.

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appointed under the Landlord and Tenant (Ireland) Act, 1870, and to have the same powers, and their decision to have the same effect as a decision of a court of arbitration under said Act.

or to two arbitrators with an umpire, to be appointed in the manner prescribed in the schedule "Arbitration" to the Landlord and Tenant (Ireland) Act, 1870, annexed; and the tribunal so agreed upon shall be deemed a court of arbitration within the meaning of section *twenty-five* of the Landlord and Tenant (Ireland) Act, 1870, 5 and shall have and possess all the powers conferred by said Act on courts of arbitration acting under said section; and any order made by such court of arbitration in ascertaining and fixing the rent shall have the same force and effect as an order to the same effect made by the Court and assented to by the tenant under the powers of this 10 Act.

## PART II.

*Provisions to enable tenants of agricultural holdings to acquire security of tenure.*

Tenures from year to year of agricultural holdings may be converted into leasehold tenures, and agricultural tenants may get for three years of their holdings in certain cases.

On the hearing in the Civil Bill Court of an ejectment for an agricultural holding granted on a notice to quit, the court may in certain cases declare the tenant entitled to a lease of his holding for a term not exceeding the term a landlord owner may grant of an agricultural holding under the Landlord and Tenant (Ireland) Act, 1870.

The lease to the tenant shall be executed by the chairman and clerk of the petty at the next land sessions of the county in which the holding is situated, after the order shall be made, or if appealed from affirmed, or at any subsequent land sessions to be named by the court.

10. After the passing of this Act the Courts herein-after named 15 may convert tenures from year to year of agricultural holdings into leasehold tenures for fixed periods, and may make fee farms of their holdings to agricultural tenants in the cases and subject to the restrictions herein-after provided.

11. When an ejectment on the title for an agricultural holding 20 brought by a landlord against a tenant on a notice to quit in a Civil Bill Court, shall be dismissed or stayed under the provisions of this Act, or when, under the provisions of this Act, the rent of any agricultural holding shall have been increased by the Court on the application of the landlord, the Court, in case the tenant shall make 25 an application for that purpose, may, if it shall so think fit, adjudge and declare that the tenant is entitled to obtain a lease of his holding for such term as the Court shall think proper, not exceeding the term for which, under the *twenty-eighth* section of the Landlord and Tenant (Ireland) Act, 1870, a limited owner has now power to 30 grant an agricultural lease.

12. In case such order shall not be appealed from, or in case such order shall be appealed from and affirmed, a lease shall be granted of his holding to the tenant in whose favour such declaration shall have been made, at the Land Sessions of the County 30 in which such holding shall be situated next after the order for the lease shall have been made if the same has not been appealed from, and in case such order shall have been appealed from and affirmed, next after the affirmation of such order, or at any Land Sessions thereafter to be held to which the Court shall adjourn 35 the granting of said lease; and such lease shall be made in the

form provided by any general order made under the provisions of this Act, and shall be signed by the Chairman and countersigned by the Clerk of the Peace.

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13. The rent to be reserved in said lease shall be the rent the  
 5 tenant shall be liable to pay at the time the declaration shall be made, unless the tenant shall consent to increase the rent as a consideration for the term of the lease to be granted; or, when the tenant's rent shall have been increased by the Court under the provisions of this Act, the rent reserved shall be the rent which the  
 10 Court shall have decided the tenant should pay, and which the tenant shall have assented to pay.

The rent to be reserved in such lease shall be the rent payable by the tenant at the time the order is made, unless such rent shall be increased with the assent of the tenant.

14. When in the Superior Courts a verdict shall be directed for the defendant, under the provisions of this Act in an ejectment on the title for an agricultural holding brought by a landlord against a  
 15 tenant on a notice to quit, or when, under the provisions of this Act, a judge of the Superior Court shall stay any such ejectment, the judge before whom the case shall be tried may, if he shall so think fit, adjudge and declare that the tenant is entitled to obtain a lease of his holding for such period as under this Act, a judge of  
 20 the Civil Bill Court may award to a tenant in an ejectment tried before him; and on such adjudication and declaration being made, in case no conditional order shall be obtained by the landlord, within the time prescribed for that purpose, for a new trial of said  
 25 ejectment, or to set aside or vary said adjudication and declaration, or in case any such conditional order shall be obtained and discharged, the same shall be carried out, and the lease granted to the tenant at the Land Sessions of the County in which the holding shall be situated in the same manner as if the adjudication and  
 30 declaration had been originally made by a judge of the Civil Bill Court on the hearing of an ejectment tried before him.

The judges of the supreme courts on the trial of ejectments on the title for an agricultural holding on a notice to quit may also declare the tenant entitled to a lease of his holding, and the order so made shall be carried out at the land sessions by the chairman of the county in which the holding shall be situated.

15. After the passing of this Act it shall be the duty of the judges of the Landed Estates Court, in settling the rental of lands to be sold in that court, to convert into certain all uncertain tenancies of agricultural holdings on estates about to be sold in their Court, as  
 35 far as they possibly can, consistently with the rights of the persons interested in said estates, or in the produce thereof in manner herein-after provided.

The Landed Estates Court shall as far as possible convert into certain all uncertain tenancies of agricultural holdings about to be sold in this court.

16. When the draft rental of any estate about to be sold in the Landed Estates Court shall be lodged in the Court, the judge, in  
 40 whose court the rental is to be settled, shall cause a notice to be served on the Owner, Petitioner, and any creditor that may have entered an appearance in said matter, requiring them within a time  
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When a rental is about to be settled in the Landed Estates Court a notice shall be served on the parties interested to show cause why leases should not be granted to all agricultural

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tenants retained at  
tenants from year to  
year, on the rental, of  
their several holdings  
at the rent they then  
pay for the same.

to be fixed in such notice to show cause, if any, why leases for term  
of years not exceeding the term for which under the *twenty-eighth*  
section of the Landlord and Tenant (Ireland) Act, 1870, a limited  
owner has power to grant agricultural leases should not be granted  
to such of the tenants of agricultural holdings on the estates to be  
sold in the court as shall appear on the draft rental thereof, to be  
tenants from year to year only if such holdings for a term to be  
fixed by the court, and at the rent mentioned in the rental as the  
rent then payable by the tenant.

On the settling of the  
rental the judge shall  
decide what tenants  
if any shall get leases  
and for what terms.

17. On the settling of the rental the judge before whom the case  
shall come shall hear the objections, if any, that may be made to such  
proposed conversion by any of the parties who have been served  
with notice of the same as herein-before provided, and shall deter-  
mine whether all or any of the agricultural tenants on said estate  
whose interest in their holdings shall not be greater than that of mere  
tenants from year to year shall get leases of their holdings; and if  
the court shall be of opinion that all or any of said tenants  
should get leases, the court shall declare said tenants entitled to  
leases for such period as the court shall think proper, not exceeding  
the term the court is by this Act authorised to grant to agricultural  
tenants.

In case the owner or  
petitioner shall state  
that a tenant's rent  
shall be raised before  
he gets a lease, notice  
to that effect shall be  
served on the tenant,  
and if the tenant  
consents the court  
may fix the rent.

18. In case, on the objection of the Owner or Petitioner, the  
judge shall be of opinion that a tenant's rent of any particular  
agricultural holding should be increased before the tenant should  
obtain a lease of the same, a notice to that effect shall be served on  
the tenant by the Owner or Petitioner, as the case may be, and  
if, within a term fixed in such notice, the tenant shall consent to  
have his rent fixed by the court the judge shall proceed to fix  
the same.

The rent to be fixed  
by the court shall  
be ascertained and  
fixed in the same  
manner as the court  
is directed to fix a  
rent when an ejection  
is brought  
grounded on a  
refuse to quit claiming  
an increase of rent.

19. The rent so to be fixed by the judge shall be the fair yearly  
rent a solvent tenant would pay for the same, such rent to be  
estimated and ascertained in the manner prescribed by this Act for  
estimating and ascertaining the rent by the Court where, under this  
Act, the Civil Bill Court shall fix a rent by consent of a landlord  
in an ejection on the title brought on a notice to quit claiming an  
increase of rent; and for the purpose of fixing such rent in the  
Landed Estates Court, the judge before whom the case may come  
may take evidence by affidavit or *ex parte*, and may refer the  
fixing of the rent, by consent of the parties, to such person or  
persons as he may think proper.

If a tenant shall  
decline to consent to  
have his rent raised,

20. In case any tenant from year to year of an agricultural holding  
on an estate about to be sold in the Landed Estates Court shall, when

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or when raised by the court shall decline to become liable to the same he shall be returned on the rental as a tenant from year to year.

served with a notice of a claim for increased rent, decline to consent to have his rent fixed by the court, or in case, where the rent shall be so fixed by the Court, the tenant shall decline to become subject to and to pay the same, the judge shall cancel the order he shall have made for the proposed conversion of the tenant's tenancy into a leasehold tenancy, and on the rental of the estate to be sold the tenant shall be returned as a tenant from year to year of his holding.

21. All leases granted to any tenant of an agricultural holding by any judge of the Landed Estates Court shall be made under the seal of the court in such form as the court shall by general order from time to time direct.

All leases made to tenants by the Landed Estates Court shall be made under the seal of the court.

22. In any lease made by any Court under the authority of this Act, it shall not be lawful to insert any covenant inconsistent with the provisions of this Act, or binding the tenant to forego any claim he may at any time become entitled to under the provisions of the Landlord and Tenant (Ireland) Act, 1877, and in addition to any special covenants which the Court may direct to be inserted in such lease, every tenant holding any lease granted under the provisions of this Act shall be deemed to have entered into a covenant with the landlord of the holding at the time the lease was granted, and his successors in title,

In leases granted by the court under this Act no covenant shall be inserted inconsistent with this or any other Land Act, and in addition to any express covenant any lease shall imply a covenant on the tenant's part (a) to pay rent (b) not to divide or sublet without landlord's assent, and (c) not without such consent to use such holding for any other purpose but an agricultural or pastoral holding.

- (1.) To pay the rent reserved on the days mentioned in said lease :
- 25 (2.) Not to divide or sub-let the holding or any part thereof without the consent in writing of the landlord for the time being, or his known agent :
- (3.) Not to use said holding without the same permission, for any purpose other than for the purpose of an agricultural or pastoral holding :

30 and the lease shall imply a condition of re-entry for the breach of any of the several last-mentioned covenants.

23. Any lease granted in pursuance of this Act by the Court shall be valid against the landlord of the agricultural holding at the time the lease shall have been made, and of all persons deriving through or under him, and against all persons entitled to any estate or interest in said agricultural holding subsequent to the estate and interest of the landlord thereof, and against all persons claiming by title paramount thereto, save that no lease of any agricultural holding which the landlord shall himself hold under a lease shall continue after the expiration of the term granted in such landlord's lease.

Leases made by the court shall be valid against all persons interested in the holding unless when the landlord is himself only a tenant.

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Notwithstanding that a landlord is an infant or otherwise under disability the Court may grant leases authorised by this Act.

The Landed Estates Court may in certain cases make a fee farm grant of his holding to an agricultural tenant.

24. When at the time a Court is authorised under the provisions of this Act declare a tenant entitled to a lease, the immediate landlord of the tenant is an infant, lunatic, or otherwise under disability, the lease executed by the court shall have the same validity as if at the time of the declaration made the immediate landlord of the 5 tenant was of full age or of sane mind, or otherwise had full ability to make a lease.

25. Any tenant of an agricultural holding on an estate about to be sold in the Landed Estate Court may, within such time as the court shall fix, before the rental of the estate shall be finally settled, 10 apply to the court for a fee farm grant of his holding at a rent to be named in his application, and either in consideration of a fine, or of improvements to be made on his holding, or of the proposed rent alone; and on the hearing of such application, of which the Owner and Petitioner and all persons who may have entered an appearance 15 in said matter, shall have notice, the court shall make such inquiries as to the circumstances of the holding in respect to which such application shall be made, and as to how it may affect the parties interested in the holding, or in the rest of the estate of which it may form a part, either as owner, incumbrancer, or otherwise, and as to 20 the sufficiency of the rent proposed, or of the rent and fine, or other consideration offered by the tenant for such fee farm grant, as the court shall think proper; and if the court shall approve of the application, it shall declare the tenant entitled to such fee farm grant, and shall execute the necessary grant to the tenant; and the fine, if 25 any, shall be lodged in court for the benefit of the parties entitled thereto: Provided always, that no fee farm grant shall be made of any agricultural holdings by the Landed Estates Court under this Act, unless the interest about to be sold in the Landed Estates Court is the interest of a landlord who is the owner of the estate about to 30 be sold within the meaning of section *thirty-three* of the Landlord and Tenant (Ireland) Act, 1870.

## PART III.

*Provisions for enabling landlords to make agreements for perpetuity of tenure to tenants of agricultural holdings.*

35

A statutable tenancy from year to year may be created by agreement with landlord and tenant after the passing of this Act.

26. After the passing of this Act, a tenancy from year to year, not determinable by a notice to quit, save under the provisions of this Act herein-after called "a Statutable Tenancy from Year to Year," may, by mutual agreement between landlord and tenant, but subject to the restrictions herein-after mentioned, be created in 40

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respect of any agricultural holding in Ireland in manner hereinafter provided.

27. A Statutable Tenancy from Year to Year shall only be created in writing, and not by implication or conclusion of law, and the rent reserved at the commencement of the tenancy shall be liable to be adjusted on the application of either party landlord or tenant, at such periodical periods as shall be prescribed in the agreement creating the tenancy, by the judge before whom shall be held the Land Sessions of the County in which said holding shall be situated.

Such tenancy shall only be created by an agreement in writing, and the rent of such tenancy may periodically be adjusted.

28. A notice to quit to put an end to a Statutable Tenancy from Year to Year may be served :

- (1.) For subletting or subdividing the holding without the consent in writing of the landlord of said holding for the time being or his agent :
- (2.) For using or attempting to use, without such consent, such holding for any other purpose than an agricultural holding :
- (4.) For wilful or malicious waste :
- (5.) For not executing any improvements or works on the holding which the tenant agreed to execute in the agreement for the Statutable Tenancy from Year to Year : but for no other ground whatsoever : and any notice to quit so served shall state the ground on which the same shall be served.

A statutable tenancy from year to year shall be determinable by a notice to quit for (a) subletting without landlord's consent, (b) using the holding without such consent other than as an agricultural holding, (c) for wilful and malicious waste, and (d) for not making improvements the tenant may have agreed to make, and for no other ground whatsoever.

29. Save as to the non-liability of having the tenancy put an end to by a notice to quit served at the discretion of the landlord, a Statutable Tenancy from Year to Year shall be subject to all the incidents attachable by law to an ordinary tenancy from year to year in Ireland, and the landlord of any agricultural holding held under a Statutable Tenancy from Year to Year shall have all the remedies for the recovery of his rent, including ejectment for nonpayment of rent, that a landlord now has in respect of an ordinary tenancy from year to year.

Save as to the liability to be ended by notice to quit a statutable tenancy from year to year, shall be subject to all the incidents of an ordinary tenancy from year to year.

30. Unless otherwise specially stated in the agreement creating the tenancy, any Statutable Tenancy from Year to Year shall imply a reservation to the landlord of all mines, minerals, and quarries, and the exclusive right to the game on such holding, as fully and effectually as if the same were reserved to the landlord by deed or otherwise.

The landlord shall be entitled to mines, minerals, and quarries, and game, unless there be a special agreement to the contrary.

31. Any absolute owner or tenant for life, or other limited owner, having an estate in fee simple or in fee farm of any

To be void a statutable tenancy, from year to year made by a

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court must be  
sanctioned at a  
land sessions next

agricultural holding, may make an agreement with any tenant of any agricultural holding held under him for a Statutable Tenancy from Year to Year of such holding; but no agreement for that purpose made by a tenant for life or other limited owner shall be valid, unless it shall be sanctioned by the Court as herein-after 5 provided; and every agreement for a Statutable Tenancy from Year to Year shall be registered with the Clerk of the Peace of the County in which the holding shall be situated, which shall be the subject matter of such Statutable Tenancy from Year to Year.

How such sanction  
shall be obtained

32. When an agreement for a Statutable Tenancy from Year to 10 Year shall be made with the tenant of any agricultural holding by a tenant for life or other limited owner of such holding, either party may apply to the Land Sessions of the County in which such agricultural holding shall be situated to sanction such agreement, and notice of such application shall be given to such persons as the 15 court may by general order or by any special order direct: and the sanction of the court shall in no case be given to such agreement till the Land Sessions next after the Land Sessions at which the application shall first come before the court.

Duty of the court of  
when application  
for sanction shall  
be made

33. On the hearing of the case the Court shall make such 20 inquiries as it shall think proper, and if shall appear to the Court that the landlord who made the agreement had the capacity so to do under this Act, and that the rent reserved is a proper rent, and that there is nothing in the circumstances of the holding which render it inexpedient to make such an agreement, the Court shall 25 approve of the application, and the agreement shall be sanctioned accordingly.

As to what covenants  
shall be inserted in  
an agreement for a  
statutable tenancy

34. In carrying out said agreement the Court may order any special covenant to be inserted therein, or any special stipulation or reservation it may think proper, provided the same shall not be in 30 any way inconsistent with this Act or with the security of the tenant's interest under the said agreement.

The rent to be  
reserved in an  
agreement for a  
statutable tenancy  
from year to year.

35. The rent to be reserved by any tenant for life or other limited owner in an agreement for a Statutable Tenancy from Year to Year of an agricultural holding shall be the fair yearly rent that 35 can be got for the same without a fine, unless the agreement shall be in consideration of improvements already made or to be made in the holding by the tenant, and in that case the rent shall be deemed by the Court a proper rent, if it be a fair rent for the holding, having regard to said consideration.



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36. The Clerk of the Peace in every County shall keep a book in which shall be registered, in such form as shall be prescribed by a general order made under this Act, every Statutable Tenancy from Year to Year created by agreement in each County, and for such registration a fee of *one pence* shall be paid to each Clerk of the Peace.

All statutable tenancies from year to year to be registered with the clerk of the peace.

37. All Statutable Tenancies from Year to Year created under this Act shall have the same validity against all persons interested in the holding demised by said Statutable Tenancy from Year to Year, as by this Act leases granted by any Court under this Act are declared to have.

A statutable tenancy from year to year when sanctioned by the court shall bind all parties interested.

38. Any tenant for life or other limited owner, having an estate in fee simple or fee farm of any agricultural holding, may agree with the tenant thereof to make him a fee farm grant of such holding at a rent to be named in said agreement, and either without a fine or in consideration of a fine, or of improvements made or to be made on such holding by the tenant thereof; and when such agreement shall be made either party may apply to the Landed Estates Court to sanction such fee farm grant; and in the disposal of such application the Landed Estates Court shall have and exercise all the powers conferred on it by the Landlord and Tenant (Ireland) Act, 1870, *Part two*, as to the sanctioning the sale of lands under that Act, and all the powers conferred on said court by this Act for ascertaining whether the rent proposed to be reserved is a proper rent; and in case the consideration, or part of the consideration of said fee-farm grant, be a fine, the same shall be lodged in the Landed Estates Court for the benefit of the parties who may be entitled thereto, either absolutely or for life; and when sanctioned by the court such fee-farm grant shall have the same validity as any lease or fee-farm grant made by the Landed Estates Court under the provisions of this Act.

Any limited owner may with the sanction of the Landed Estates Court make a fee farm grant of his holding to any agricultural tenant.

39. When the rent proposed to be reserved in such fee-farm grant is under *one hundred pounds* a year the Landed Estates Court, if it shall think fit so to do, may remit the investigation of the case to the Court of Lands Sessions of the County in which the holding in respect of which the proposed fee-farm grant is proposed to be made is situated, and may, at its discretion, adopt the findings of the Court of Lands Sessions, on the facts referred to it, or overrule or reject said findings.

The Landed Estates Court may refer to the Civil Bill Court any application that may be made to them to sanction a fee-farm grant.

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## PART IV.

*Provision for the gradual extension of the Ulster Tenant Right Custom to all agricultural holdings in Ireland held under tenancies from year to year.*

All agricultural holdings held under tenancies from year to year created after the passing of this Act, or hereafter purchased so the Landed Estates Court or not converted into leasehold tenancies or a Statutable tenancy from year to year, before the 1st of January 1882, shall be subject to a custom corresponding in all essential particulars with the Ulster Tenant Right custom, and to be called "The Tenant Right Custom of Ireland."

40. From and after the passing of this Act every agricultural holding in every Province of Ireland, save those herein-after expressly excepted, held under a tenancy from year to year created after the passing of this Act, or under a tenancy from year to year created before the passing of this Act, the landlord's interest in which shall be sold in the Landed Estates Court after the passing of this Act; and 10  
from and after the first day of January one thousand eight hundred and eighty-two, every agricultural holding in every Province of Ireland, held under a tenancy from year to year created before the passing of this Act, save those herein-after expressly excepted, which shall not have been, by mutual agreement between landlord and tenant or 15  
under the provisions of this Act, converted into a leasehold tenancy, or into a Statutable Tenancy from Year to Year, shall be deemed to be subject to a Custom corresponding in all essential particulars with the Ulster Tenant Right Custom, herein-after called "The Tenant Right Custom of Ireland," in the same manner and to all 20  
intents and purposes as if it were proved that in respect of such agricultural holdings such Custom prevailed before the passing of the Landlord and Tenant (Ireland) Act 1870.

The Tenant Right custom of Ireland shall be enforced in the same manner as the Ulster Tenant Right custom, and may be altered by and shall be subject to any tenant forced by this Act, entered by the same in all proceedings and other proceedings between landlord and tenant.

41. The Tenant Right Custom of Ireland shall be enforced in the same manner and subject to the like conditions as the Ulster 25  
Tenant Right Custom is now enforceable, and in enforcing the same the judges of the Courts before whom the claim may come shall exercise the power, and discharge the duty, conferred and imposed on them by section two of the Landlord and Tenant (Ireland) Act, 1870, of ascertaining and determining, when it shall 30  
be necessary so to do, what are the essential particulars of the Ulster Tenant Right custom, and in all ejectments and other proceedings between landlord and tenant, for or in respect of any agricultural holding by this Act declared to be one to which the Tenant Right Custom of Ireland shall attach, the tenant may claim the benefit of 35  
all these essential particulars of the Ulster Tenant Right Custom so ascertained and determined, and the Court shall allow the same to the tenant as fully and effectually as if the holding was before the passing of this Act proved to be subject to the Ulster Tenant Right Custom, or to a Custom in all essential particulars corresponding 40  
with it.

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To what holdings  
the Tenant Right  
custom of Ireland  
shall not attach.

42. The Tenant Right Custom of Ireland shall not attach to any holdings in the province of Ulster proved to be subject to the Ulster Tenant Right custom, or to any holding in the province of Ulster where before the passing of this Act the landlord shall have purchased or acquired the benefit of the custom or usage to which said holding was anciently subject, or to any holding held under a Statutable tenancy from year to year created under the provisions of this Act.

## PART V.

*General Provisions.*

43. All ejectments on the title grounded on a notice to quit, and all ejectments for nonpayment of rent, brought by a landlord against a tenant for the recovery of any agricultural holding valued under the Acts relating to the valuation of rateable property in Ireland at an annual value not exceeding fifty pounds per annum, shall be brought in the Civil Bill Court, and not elsewhere, unless special leave to bring such ejectment in the Superior Courts shall be granted by one of the judges of the Superior Courts.

All ejectments for  
agricultural holdings  
valued under 50*l*. a  
year shall be brought  
in the Civil Bill  
Court unless leave be  
given to bring the  
ejectment in the  
superior courts.

44. All ejectments on the title bought by a landlord against a tenant of an agricultural holding grounded on a notice to quit, containing a memorandum under the provisions of this Act claiming an increase of rent, shall be brought in the Civil Bill Court and not elsewhere.

All ejectments  
brought on a notice  
to quit claiming an  
increase of rent shall  
be brought in the  
Civil Bill Court and  
not elsewhere.

45. On the application of the defendant in an ejectment on the title or for nonpayment of rent brought by a landlord against a tenant of an agricultural holding in a Superior Court, the Court may remit the ejectment to be tried in the Civil Bill Court, if the court shall be opinion that the ejectment should more properly be tried there.

The superior courts  
may remit to the  
Civil Bill Court  
ejectments brought  
in superior courts.

46. In all ejectments on the title or for nonpayment of rent brought by a landlord against a tenant of an agricultural holding when there shall be a verdict or decree for the plaintiff the Court may, if it shall so think fit, stay the execution of the *Habere* for such time as the Court shall think proper, upon such terms as under the circumstances of the case they shall consider reasonable.

In all ejectments  
the court may grant  
a stay of execution  
on such terms as  
they may think  
proper.

47. Any person aggrieved by any order of the judge of the Civil Bill Court under the provisions of this Act may appeal therefrom in the same manner in all respects and to the same courts as a person aggrieved by any order of the Chairman made under the Landlord

Appeals from orders  
under this Act shall  
be made in the same  
way and to the same  
courts as appeals are  
now made from orders

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under the Landlord and Tenant (Ireland) Act, 1870, are now made.

Rules for carrying out this Act in certain cases shall be made by the court for land cases reserved, and in other cases by the judges of the Landed Estates Court, with the sanction of the superior court.

In future a tenant shall be entitled to get as compensation what he would get from an incoming tenant if allowed to sell his holding.

Contracts made by tenants not to claim rights conferred on him by land statutes shall be deemed void as contrary to public policy.

Agricultural and pastoral holdings shall be alone subject to this Act, and there shall be exempted from it, town parks, grazing farms valued over £200 a year, and

and Tenant (Ireland) Act, 1870, by appeal therefrom under section twenty-four of the Landlord and Tenant Act (Ireland), 1870, and on the hearing of said appeals the Court of Appeal shall have in respect of them all the powers conferred on it in respect of appeals under the Landlord and Tenant (Ireland) Act, 1870, and in addition may 5 exercise all the powers of this Act conferred on the judges of the Courts from whose decisions the appeals shall be made.

48. For the purpose of carrying the provisions of this Act into effect, so far as relates to the Civil Bill Courts, the Courts of Arbitrators, and the Courts of Appeal, the court for Land Cases 10 reserved shall have and exercise the same power of making rules with respect to the same as is conferred on them by the *thirty-first* section of the Landlord and Tenant (Ireland) Act, 1870, of making rules for the purposes therein mentioned; and so far as relates to the Landed Estates Court the rules shall be made by the judges of 15 the said court with the sanction of the Privy Council, and the rules so made in both cases shall be laid before Parliament within one month after they shall be made, if Parliament be then sitting, and if not, within one month of the commencement of the then next session of Parliament. 20

49. After the passing of this Act the measure of compensation to be awarded to a tenant who shall be disturbed in his holding by the act of his landlord, and who is now by law entitled to such compensation for the loss which the court shall find to be sustained by him by reason of quitting his holding, to be paid by the landlord, 25 as the court may think just, shall be what, in the opinion of the court, the tenant would receive from an incoming tenant in case he were allowed to sell his holding, unless the tenant shall elect to have his compensation fixed according to the scale contained in section *three* of the Landlord and Tenant (Ireland) Act, 1870. 30

50. All contracts made or covenants entered into by any tenant before or after the passing of this Act agreeing or purporting to agree to waive or not to claim any rights conferred on a tenant by the Landlord and Tenant (Ireland) Act, 1870, or by this Act shall be deemed to be contracts or covenants contrary to public 35 policy, and shall be void both at law and equity.

51. This Act shall not apply to a holding which is not agricultural or pastoral in its character, or partly agricultural and partly pastoral, and it shall not apply to any Demesne lands, or to any holding ordinarily termed "Town Parks," as defined by section 40 40 *fifteen* of the Landlord and Tenant (Ireland) Act, 1870, or to any

holding let to be used wholly or mainly for the purpose of pastorage, and valued under the Acts relating to the valuation of rateable property in Ireland over the annual value of *two hundred* pounds, or to any holding let wholly or mainly for the purpose of pastorage  
 5 valued as aforesaid under *two hundred* pounds a year, the tenant of which does not actually reside on the same, unless such holding adjoins to, or is ordinarily used with, the holding on which said tenant actually resides.

52. This Act, so far as it is not inconsistent with it, shall be read  
 10 and construed as one Act with the Landlord and Tenant (Ireland) Act, 1870.

53. This Act may be cited for all purposes as "The Agricultural Holdings (Ireland) Act, 1877."

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grazing farms valued under £200 a year when the tenants do not reside on them, or when they do not adjoin the farm on which the tenant resides.

This Act is to be construed with the Landlord and Tenant (Ireland) Act, 1870.

Short title of the Act.

# Agricultural Holdings (Ireland).

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A

## B I L L.

To protect Agricultural Tenants in  
Ireland from Capricious Eviction,  
and to enable them in certain cases  
to acquire Security of Tenure.

(Prepared and brought on by  
*Sir Charles O'Loghlin and Lord Francis  
Cassington.*)

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Ordered, by The House of Commons, to be Printed,  
9 February 1871.

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[Bill 58.]

*Under 3 c2.*